

REQUEST FOR QUOTATIONS (THIS IS NOT AN ORDER)		THIS RFQ <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE		PAGE 1 OF 20 PAGES	
1. REQUEST NO. W912PG-07-T-0084	2. DATE ISSUED 26-Feb-2007	3. REQUISITION/PURCHASE REQUEST NO. WK4TM96363MB26	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING	
5a. ISSUED BY RCO FRANCONIA SUB-OFFICE ANSBACH, BLEIDORN HOUSING AREA, BLDG 5083 ANSBACH 91522			6. DELIVER BY (Date) SEE SCHEDULE		
5b. FOR INFORMATION CALL: (Name and Telephone no.)(No collect calls) JOS HOES 0981 183 934			7. DELIVERY [X] FOB DESTINATION [] OTHER (See Schedule)		
8. TO: NAME AND ADDRESS, INCLUDING ZIP CODE			9. DESTINATION (Consignee and address, including ZIP Code) DPW, USAG ANSBACH, BUILDINGS & GROUNDS MR. OTTA URLAS TRAINING AREA 91522 ANSBACH/KATTERBACH TEL: FAX:		
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS: (Date) 19-Mar-2007					
IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.					
11. SCHEDULE (Include applicable Federal, State, and local taxes)					
ITEM NO. (a)	SUPPLIES/ SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
SEE SCHEDULE					
12. DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS %	b. 20 CALENDAR DAYS %	c. 30 CALENDAR DAYS %	d. CALENDAR DAYS No. %	
NOTE: Additional provisions and representations [] are [] are not attached.					
13. NAME AND ADDRESS OF QUOTER (Street, City, County, State, and ZIP Code)			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION
			16. NAME AND TITLE OF SIGNER (Type or print)		TELEPHONE NO. (Include area code)

Section B - Supplies or Services and Prices

SOLICITATION INFORMATION

This is a Request for Quotation (RFQ) for the relocation of U.S. Army Garrison Ansbach access point tents, to include foundations, in Katterbach and Illesheim. Please return your quote, with your firm stamp (Block 17a), signature (Block 30a), printed name in Block 30b) and Date in Block 30c), by fax or E-mail, NOT LATER THAN: Monday 19 March 2007, 02:00 PM (14:00 MET)

Dies ist eine ANGEBOTSANFRAGE für die Wieder-einrichtung von Eingang-Konrollpunkten (Zelte und Bodenverankerungen) der U.S. Army Garrison Ansbach, in Katterbach und Illesheim. Bitte senden Sie Ihr Angebot mit Ihrem Firmenstempel (Spalte 17a), Unterschrift (Spalte 30a), Name in Druckbuchstaben (Spalte 30b) und Datum (Spalte 30c) versehen, bis spätestens Montag, 19. März 2007, 02:00 PM (14:00 MEZ), per fax oder E-mail an uns zurück.

TECHNICAL INFORMATION AND QUESTIONS: Please contact Mr. Herbert Otta or Mr. Rudolf Koenig at the U.S. Army Garrison Ansbach, DPW - Buildings and Grounds Division, tel. 09802-832129, when you need additional technical information about this solicitation.

IMPORTANT: Please complete the below information
(WICHTIG: Bitte untenstehender Information eintragen)

- (1) Earliest Start date: _____
(Fruehester Anfangstermin)
- (2) Delivery Time (Lieferzeit): _____ Days after Receipt of Order
(Lieferzeit in _____ Tage nach Auftrags-erhalt)
- (3) Payment terms: _____ % _____ days and / or _____ days NET
(Skonto / Zahlungsziel):
- (4) Do you accept VISA credit card payments?: Yes ____ No ____
(Akzeptieren Sie VISA Kreditkarte-zahlung?)
- (5) Your tax identification number (Umsatz-steuernummer): _____
- (6) Your CAGE Code. _____
- (7) Your D-U-N-S number : _____
- (8) Is your company registered with the Central Contractor Registration (CCR) ? Yes ____ No ____

PLEASE NOTE: Ref. The items (6), (7), and (8) you are kindly requested to read the attached instructional letters (in English and German), on how to obtain the numbers and how to register with the Central Contractor Registration (CCR), which has become mandatory for all businesses, individuals and Government entities to do business with the U.S. Government after 1 October 2005.

BITTE BEACHTEN SIE FOLGENDES: Bezüglich der Fragen (6), (7), und (8) verweisen wir Sie auf die im Anhang befindlichen Informationsschreiben (in Englisch und Deutsch), wie Sie die Nummern beantragen, und wie Sie Ihre Firma bei der Central Contractor Registration (CCR) anmelden können. Diese Anmeldung ist fuer alle Firmen, Einzelpersonen und Regierungsstellen nach dem 1. Oktober 2005 für Vertragsbeziehungen mit der U.S. Regierung unerlässlich.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Relocation of tent access points FFP Dismantling (ACP Katterbach High School location only!), transportation and re-erecting (to include permanent foundations) of two (2) access point tents from the ACP Katterbach High school access point, Katterbach and from storage at Bldg. 6503, Storck Barracks, Illesheim to new locations at Bismarck Kaserne and Katterbach Heliport in Katterbach in accordance with the Performance Work Statement (PWS), ATTACHMENT I, and German translation (8 pages). FOB: Destination PURCHASE REQUEST NUMBER: WK4TM96363MB26				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	Relocation of acces point tents. FFP Dismantling, transportation and re-erectiing of aluminum-sectional frame tents with side panels, type "Elflein" currently located at Katterbach Housing High School Access Control Point, as described in Paragraph 6, Pos. 6001 of the Performance Work Statement (PWS), ATTACHMENT I FOB: Destination PURCHASE REQUEST NUMBER: WK4TM96363MB26	1	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	Relocation of acces point tent. FFP Transportion and erecting of an aluminum sectional frame tent, Type "HALTEC", currently located at AST Area Illesheim Bldg. 6503, as described in Paragraph 6, Pos. 6002 of the Performance Work Statement (PWS), ATTACHMENT I FOB: Destination PURCHASE REQUEST NUMBER: WK4TM96363MB26	1	Each		

NET AMT

CLAUSES INCORPORATED BY REFERENCE

52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.211-18	Variation in Estimated Quantity	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006
52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000
52.232-5	Payments under Fixed-Price Construction Contracts	SEP 2002
52.232-27	Prompt Payment for Construction Contracts	SEP 2005
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-26	Preconstruction Conference	FEB 1995
52.242-14	Suspension of Work	APR 1984
52.243-5	Changes and Changed Conditions	APR 1984
52.245-4	Government-Furnished Property (Short Form)	JUN 2003
52.246-12	Inspection of Construction	AUG 1996
52.249-1	Termination For Convenience Of The Government (Fixed Price) (Short Form)	APR 1984
52.249-10	Default (Fixed-Price Construction)	APR 1984
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993

252.225-7042	Authorization to Perform	APR 2003
252.229-7000	Invoices Exclusive of Taxes or Duties	JUN 1997
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.236-7005	Airfield Safety Precautions	DEC 1991
252.247-7023	Alt III Transportation of Supplies by Sea (May 2002) Alternate III	MAY 2002

CLAUSES INCORPORATED BY FULL TEXT

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within [to be determined] calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than [to be determined].

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>
<http://farsite.hill.af.mil>
<http://farsite.hill.af.mil/VFDFARA.HTM>

(End of clause)

252.225-7041 CORRESPONDENCE IN ENGLISH (JUNE 1997)

The Contractor shall ensure that all contract correspondence that is addressed to the United States Government is submitted in English or with an English translation.

(End of clause)

252.246-7002 WARRANTY OF CONSTRUCTION (GERMANY) (JUNE 1997)

(a) In addition to any other representations in this contract, the Contractor warrants, except as provided in paragraph (j) of this clause, that the work performed under this contract conforms to the contract requirements and is free of any defect of equipment, material, or design furnished or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(b) This warranty shall continue for the period(s) specified in Section 13, VOB, Part B, commencing from the date of final acceptance of the work under this contract. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for the period(s) specified in Section 13, VOB, Part B, from the date the Government takes possession.

(c) The Contractor shall remedy, at the Contractor's expense, any failure to conform or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damage to Government-owned or -controlled real or personal property when that damage is the result of—

(1) The Contractor's failure to conform to contract requirements; or

(2) Any defect of equipment, material, or design furnished or workmanship performed.

(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause.

(e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable period of time after the discovery of any failure, defect, or damage.

(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable period of time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall—

(1) Obtain all warranties that would be given in normal commercial practice;

(2) Require all warranties to be executed in writing, for the benefit of the Government, if directed by the Contracting Officer; and

(3) Enforce all warranties for the benefit of the Government as directed by the Contracting Officer.

(h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

(i) Unless a defect is caused by the Contractor's negligence, or the negligence of a subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government or for the repair of any damage resulting from any defect in Government-furnished material or design.

(j) This warranty shall not limit the Government's right under the Inspection clause of this contract, with respect to latent defects, gross mistakes, or fraud.

CCE 204-4000 U.S. AND HOST NATION HOLIDAYS (March 2005)

US Holidays Work shall not be performed on U.S. holidays occurring during the normal workweek unless otherwise directed by the contracting officer. When a U.S holiday occurs on a Saturday or a Sunday, the holiday is observed on the preceding Friday or following Monday, respectively.

Host Nation Holidays Work shall not be performed on local Host Nation* holidays occurring during the normal workweek unless otherwise directed by the contracting officer.

* Local host nation holidays occur in the region/state where contract performance takes place.

The U.S. holidays are:

New Year's Day	January 1 st
M L King Memorial Day	3d Monday in January
Presidents' Day	3d Monday in February
Memorial Day	last Monday in May
Labor Day	1st Monday in September
Columbus Day	2d Monday in October
Veterans' Day	November 11th
Thanksgiving Day	4th Thursday in November
Christmas Day	December 25th

The German national and local holidays are:

New Years Day	01 January
Three King's Day (Only in Baden Wurttemberg and Bavaria)	06 January
Good Friday	Varies
Easter Monday	Varies
Labor Day	01 May
Ascension Day	Varies
Whit Monday	Varies
Corpus Christi (Only in Baden-Wurttemberg, Bavaria, Hessen, Nordrhein- Westphalia, Rhineland-Palatinate and Saarland)	Varies
Assumption Day (Only in Saarland and Roman Catholic areas of Bavaria)	15 August
Day of German Unity	03 October
All Saints' Day (Only in Baden-Wuerttemberg, Bavaria, North Rhine-Westphalia, Rhineland-Palatinate and Saarland)	01 November
1st Christmas	25 December
2nd Christmas Day	26 December

CCE 204-4005 CONVENTIONAL FORCES EUROPE (CFE) TREATY VERIFICATION INSPECTION
(March 2005)

Contractor-owned or controlled structures and containers located on U.S. Government installations are subject to short-notice inspections by CFE treaty inspection teams. The Government will endeavor to provide the Contractor as much notice as possible in the event of such inspections. The contractor shall provide access to such structures and containers at the request of the Government. The Contractor shall report such inspections to the Contracting Officer in writing within ten (10) calendar days of completion of the inspection. Contractor-owned or controlled structures and/or containers on U.S. installations may have to be inspected to comply with the CFE treaty even if Contractor personnel are unavailable to provide access. Any costs borne by the Contractor or any impact on contract performance as a result of the inspection will be a matter of negotiation between the Contractor and the Contracting Officer.

CCE 225-4001 INSTALLATION CLEARANCE RERQUIREMENTS (March 2005)

(a) Access to U.S. installations and controlled areas is limited to personnel who meet security criteria and are authorized by Host Nation law to work in that country. Failure to submit required information/data and obtain required documentation or clearances in accordance with AE Regulation 190-16, Installation Access Control, will be grounds for denying access to U.S. installations and controlled areas. The Contractor is responsible to ensure

that any Subcontractor used in performance of this contract complies with these requirements and that all employees, of both the Contractor and any Subcontractor utilized by the contractor, are made aware of and comply with these requirements.

(b) The Contractor is responsible for being aware of and complying with the requirements associated with Installation Access Control. The Government is not liable for any costs associated with performance delays due solely to a firm's failure to comply with Installation Access Control (IAC) processing requirements.

(c) The Contractor is responsible for returning installation passes to the issuing Installation Access Control Office (IACO) when the contract is completed or when a contractor employee no longer requires access.

(d) AE 190-16 (and AE 190-16-G German translation) can be found on the following website:
<http://www.hq.usacce.army.mil/>

(e) Below is the responsible Organizational Sponsor & Installation Access Control Office for this contract:

Organizational Sponsor: USAG Ansbach, DPW Buildings & Ground Division, Mr. Herbert Otta.

Location: Bismarck Kaserne, Building No: 5843 A, Katterbach

DSN Phone No: 467-2129, Commercial Phone No: 09802-83-2129

Installation Access Control Office: USAG Ansbach, Provost Marshall Office (PMO)

Location: Barton Barracks, Building No: B-5257, Ansbach

DSN Phone No: 468-7891, Commercial Phone No: 0981-183-891

CCE 232-4001 FOREIGN VENDORS REQUESTING PAYMENT VIA ELECTRONIC FUNDS TRANSFER
 (March 2005)

Foreign vendors requesting payment via Electronic Funds Transfer (EFT) shall provide the following information on their invoice at time of invoice submission. Only one EFT instruction per invoice is authorized.

SWIFT CODE

BLZ or BANK ROUTING NUMBER

ACCOUNT NUMBER

BANK NAME

International Bank Account Number (IBAN) (If Applicable) ---

CCE 236-4000 ACCIDENT PREVENTION - HOST NATION SAFETY LAWS AND REGULATIONS
 (GERMANY) (March 2005)

The Contractor shall comply with FAR 52.236-13, ACCIDENT PREVENTION, (November 1991), the references contained therein (e.g. EM 385-1-1), and applicable Host Nation Safety Laws and Regulations.

The requirements under FAR 52.236-13 and specifically of the EM 385-1-1 include, but are not limited to the following:

- a. Before initiation of work at the job site, an accident prevention plan, written by the Contractor for the specific work and hazards of the contract and implementing in detail the pertinent requirements of EM 385-1-1, will be approved by designated Government personnel. Specific requirements for development of the accident prevention plan are found in 01.A and Appendix A of EM 385-1-1. EM 385-1-1 is available online at www.usace.army.mil.
- b. Before beginning each activity involving a type of work presenting hazards not experienced in previous project operations or where a new work crew or subcontractor is to perform work, activity hazard analysis (AHA) shall be prepared by the Contractor performing the work activity (See paragraph 01.a.09 of EM 385-1-1).
- c. The Contractor shall require subcontractors to submit their plan of operations showing methods they propose to use in accomplishing major phases of work.
- d. The Contractor shall discuss the plans in conferences convened by the Contracting Officer prior to starting work on each major phase of operation. Plans shall include all pertinent information such as layout of haul roads, access roads, storage areas, electrical distribution lines, methods of providing minimum exposure to overhead loads, and methods of access to work areas. The plan for accomplishing the initial work phase shall be submitted within 15 calendar days after award of the contract. Plans for subsequent major phases of work shall be submitted no later than 15 calendar days prior to initiation of work on each major phase.
- e. In all areas where construction, demolition, alteration, building, or similar related activities take place, the contractor shall have the following minimum personal protective clothing and equipment requirements in place for any person working on or visiting the site:
 1. Short sleeve shirt.
 2. Long trousers.
 3. Steel-toed safety boots.
 4. Hard hat.

In addition to other requirements for accident prevention specified in this contract, the Contractor is responsible for compliance with all Federal and State requirements governing safety and health protection on construction sites and other applicable occupational safety codes. In particular, within the requirements of the German Safety and Health Protection Regulation for Construction Sites, Baustellenverordnung (BaustellV), dated 10 June 1998, the Contractor is responsible for coordination of all work at the site, including development of plans and providing advance notices. The Contractor shall indicate his plan for compliance considering conditions of the work described by the design, technical proposal, operational activities of the Government or others in the area of the work, identification of the coordinator, and implementation of all other accident prevention provisions of this contract. For the compliance with host nation laws and regulations, the contractor will assure that he complies with the non-exclusive list of duties described in this clause. If the contractor determines that additional activities are required to fully comply, the contractor shall assure that compliance with the laws is complete. The duties include:

- a. Conditions of construction and operational activities to be considered include but are not limited to:
 1. For all construction activities meeting the following criteria:
 - the work is scheduled to last longer than 30 working days and on which more than 20 workers are occupied simultaneously, or the volume of work is scheduled to exceed 500 person days, or the work presents particular tasks, e.g. excavations deeper than 5 meters, falls from a height of greater than 7 meters, exposures to hazardous chemical or biological substances, work at less than 5 meters from high voltage lines, underground earth works or tunnels, danger of drowning, diving, use of compressed air, work with ionizing radiation, explosives, or work involving assembly or dismantling of heavy prefabricated components (10 tons or greater).
- b. If the Contractor determines that the BaustellV, dated 10 June 1998, applies, the Contractor shall prepare a Safety and Health Protection Plan (SIGE) as required under that regulation. The SIGE shall be submitted two weeks prior to mobilization. In addition, the Contractor shall appoint a qualified Safety Coordinator who will

ensure that safety measures are implemented during construction. The Safety Coordinator must meet minimum training and experience requirements required under Host Nation laws.

c. The SIGE will be written in a comprehensive form and explained in language the workers understand and shall contain the following minimum information:

1. Maintenance of tools and equipment.
2. Provisions for the storage and disposal of materials and waste, particular hazardous materials and substances.
3. Modifying performance periods for such work, taking into consideration the site conditions.
4. Organizing cooperation between different employers and contractors without employees.
5. Interaction between work at the site and other operational activities in the area, on which or near which the first identified work will be performed, and taking into consideration the instructions and advice of the coordinator as well as safety and health plans.

The Contractor is responsible for completing and providing any safety notifications required by host nation authorities and will provide proof to the Contracting Officer that such notifications were made.

CCE 236-4003 NOTICE TO PROCEED (March 2005)

The notice to proceed will be provided as indicated below:

☒ The effective date of contract will constitute the date of notice to proceed.

☐ A notice to proceed letter will be issued.

☐ The date of the letter transmitting the contract will constitute the date of the notice to proceed.

CCE 239-4000 ELECTROMAGNETIC COMPATIBILITY DIRECTIVE (GERMANY) (March 2005)

The Contractor certifies that all electrical and electronic equipment and/or appliances furnished are in compliance with the Electromagnetic Compatibility Directive 89/336/EEC. For radio transmitting and telecommunication devices furnished in the Federal Republic of Germany, the Contractor certifies that all such items have been approved by the Bundesamt fuer Zulassungen. Any penalties for noncompliance imposed by the Government of the European country where the equipment or appliances are delivered or product liability claims caused by interference generated by furnished appliances or equipment are solely the responsibility of the Contractor.

SPECIAL INSTRUCTIONS

PERMISSION TO EXCAVATE

The Contractor shall locate the required excavation site(s) and prior to excavation obtain the Point of Contact's (POC) written permission to excavate.

The POC will inform the Contractor how to obtain, and when to release permission for excavation.

The written permission to excavate will include the location of all known utility and communications lines not identified in the specifications / drawings and all physical data not covered in the specifications / drawings necessary to minimize utility and communication line outages.

In case Government representatives delay release permission for excavation or instruct the Contractor to perform work not covered by the contract, the Contractor shall immediately and in writing inform the Contracting Officer.

IDENTIFICATION OF MATERIAL OR EQUIPMENT

If the offeror intends to provide products, equipment, material, articles, or patented processes which differ from the brand name, trade name, make, model, or catalog number described in the specifications, the offeror shall describe such items in the space provided hereunder. **(See FAR Clause 52.211-6, Brand Name or Equal).**

Specification Page and Position	Brand Name Mentioned Plans or Specifications	Description of Material or Equipment, Name, Make, Model Number, Model or Catalog Number, Date and Item Number, Date and Item offered
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
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An offeror shall be considered offering the brand name, trade name, make, model or catalog number described in the specifications unless he/she clearly specifies different products, equipment, material, articles, or patented processes are offered.

CONTRACTOR PAYMENT PROCEDURES

1. The contractor shall submit one (1) original invoice to the POC at the following address, and is authorized payment upon submission of invoices:

USAG ANSBACH, DPW, BUILDING & GROUNDS DIVISION
BISMARCK KASERNE
GEBAEUDE 5843A
91522 ANSBACH - KATTERBACH

2. The POC will date and time stamp all invoices immediately upon receipt, verify and certify that supplies or services have been provided in accordance with the terms and conditions of this contract, and forward the certified invoice to:

(a) the appropriate disbursing finance office at:

DEFENSE FINANCE & ACCOUNTING SERVICE
KLEBER KASERNE
GEBAEUDE 3208, ATTN: LW
MANNHEIMER STRASSE 218/219
67657 KAISERSLAUTERN

(b) the Contract Administration Office:

RCO FRANCONIA
SUB-OFFICE ANSBACH
BLEIDORN HOUSING AREA
BLDG 5083
91522 ANSBACH

Commercial Telephone: 0981-183-939 or -934
Military Telephone: 468-7939 or -934

3. If an invoice is incorrect or incomplete (for reasons other than assessment of liquidated damages), the POC will identify the defects in a letter and return the invoice to the contractor for correction within three (3) days after receipt. However, if the invoice is incorrect due to deficiencies in performance that cannot be rectified through coordination with the contractor, or are subject to assessment of liquidated damages, the POC will forward the invoice together with inspection findings relative to delayed, defective, or unacceptable work or contractor performance to the Contracting Officer for action.

PEFORMANCE WORK STATEMENT
(See next pages)

Project # BGD-00027-7 P

Ansbach, November 2006

PERFORMANCE WORK STATEMENT FOR

Relocate Tents from ACP-Katterbach-High School
and Storck Barracks to Katterbach-Bismarck-Kaserne
and to Katterbach Heliport

FOR FURTHER INFORMATION
AND SITE INVESTIGATION
PLEASE CONTACT:

DPW B&G Division
Bismarck Kaserne, Geb. 5843 A
91522 Ansbach – Katterbach
CIV 09802-832129 or
MIL 467-2129
FAX 09802-832076 or
MIL 467-2076

1. GENERAL DESCRIPTION

Because of operation start at the new Access Control Point at Katterbach Housing Area and Illesheim, the existing tents have to be dismantled and be re-erected at Bismarck Kaserne Access Control Point and Katterbach Heliport Bldg. # 5508 south west side according to manufacturers specification including static. Special attention has to be paid to the fact that it is two different tent types and at Bismarck Kaserne a guard check has to be bridged as well as that traffic flow during erection phase has to be guaranteed.

Erection has to be done by statical guidelines and original parts.

Before start of work a digging permit has to be obtained. Bus bar of 230 V for installation is on construction site.

POC for site visits or questions is Mr. Otta, C/B&G Div, US Army (IDR) Garrison Ansbach, DPW, Katterbach Bismarck Kaserne, Tel. Civ. 09802-832129 granted.

2. REGULATIONS

Following DIN regulations of VOB, Part C, are part of these specifications:

DIN 18 299 General Regulations for Construction Work

DIN 18 300 Soil work

DIN 1045 and DIN EN 206-1 Concrete and structures

DIN 18 335 Steel concrete works

3. CLEANING AND WASTE DISPOSAL

The contractor shall clean the work site after completion of the daily work assignment and remove accumulated waste in the valid state and municipal regulations. All traffic roads and working areas have to be cleaned daily after finish of work.

4. CONTRACTORS REPRESENTATIVE

The contractor shall appoint a representative who is authorized to act on his behalf. The contractor will forward to the Contracting Officer, in writing and within 7 days after start of contract, name, title as well as office phone number of the appointed person.

During regular working hours 0700 – 1700 hrs, the contractors' representative shall be available to the Contracting Officer by telephone or answering machine. The contractor shall respond to messages left on the answering machine within 24 hours or one (1) working day.

5. SECURITY AND FIRE PROTECTION

The contractor shall comply with all security and fire protection regulations as outlined under German Accident Prevention Instructions (VGB-1)-General Accident Prevention Instructions.

6. DESCRIPTION

Pos. 6001	1 ea	<p>Dismantling, transport and erection of tent.</p> <p>Aluminum-Sectional frame tents with side panels, type “Elflein” located at Katterbach Housing High School Access Control Point. Dimensions approx. 10.20 x 15.00 m, eaves height approx. 4.35 m, slope approx. 16/18 degrees as following described, transformed including delivery of all needed materials and remonstrance of needed lifting platform and transportation vehicles</p> <p>Dismounting of complete lightning set including cabling up to terminal block.</p> <p>Interim storage of dismantled parts and remounting when tent is re-erected. Left over parts have to be professionally hauled off.</p> <p>Dismounting and interim storage of complete tent parts including side and roof parts.</p> <p>Dismounting and interim storage of complete tent frame including removal of tent nails.</p> <p>Ground recess caused by ground anchors is to be closed up to adjacent area (concrete, asphalt, gravel).</p> <p>Loading of dismantled and interim storied tent material and transporting to an area specified by POC (Access Control Point Bismarck Kaserne) Distance approx. 2 km</p> <p>Erection of complete tent frame construction on asphalt, concrete or grass area according to manufacturers’ specification –consider allowed static-.</p> <p>In case of needed single foundations (excavation, casing 60/60/80 cm, concrete C25/30, XC4, sectional bar M16) are included.</p> <p>Professional mounting of tent frame including additional needed bridges over existing guard check at Access Control Point Bismarck Kaserne, bracing, cross bridging and roof bridging.</p> <p>Installation of side and roof panels according to specification. Not anymore needed side panels have to be turned over to customer.</p> <p>Missing or new side panels have to be delivered and installed on site.</p> <p>Needed iron ware like screws, shims etc. resp. damaged small parts have to be replaced with original parts.</p>
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Pos. 6002	1 ea	<p>Transport and erection of tent.</p> <p>Aluminum Sectional frame tent, Type "HALTEC"</p> <p>Currently location –AST Area Illesheim Bldg. 6503, Dimensions approx. 7.50 x 15.00 m, Eaves height approx. 4.35 m as following described transformed including delivery of all needed materials as well as remonstrance of needed lifting platform and transportation vehicles.</p> <p>Loading and transportation to new location specified by POC (Katterbach Heliport, Bldg. # 5508, south west side) of complete dismantled and interim storied tent material. Distance approx. 40 km</p> <p>Dismounting of complete lightning set including cabling up to terminal block.</p> <p>Interim storage of dismantled parts and remounting when tent is re-erected. Missing light fixtures and cables have to be replaced. Left over parts has to be professionally hauled off.</p> <p>Loading, transportation and interim storage of complete tent panels, existing of side and roof panels.</p> <p>Loading, transportation and interim storage of existing frame construction including tent nails.</p> <p>Re-erection of complete tent frame construction on asphalt and concrete area according to manufacturers specification –consider allowed static-</p> <p>In case of needed single foundations (excavation, casing 60/60/80 cm, concrete C25/30, XC4, sectional bar M16) are included.</p> <p>Professional mounting of tent frame including additional needed bridges over existing guard check at Access Control Point Bismarck Kaserne, bracing, cross bridging and roof bridging.</p> <p>Installation of side and roof panels according to specification. Not anymore needed side panels have to be turned over to customer.</p> <p>Missing or new side panels have to be delivered and installed on site.</p> <p>Needed iron ware like screws, shims etc. resp. damaged small parts have to be replaced with original parts.</p>
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Project # BGD-00027-7 P

Ansbach, November 2006

PERFORMANCE WORK STATEMENT FOR

**Relocate Tents from ACP-Katterbach-High School
and Storck Barracks to Katterbach-Bismarck-Kaserne
and to Katterbach Heliport**

**FOR FURTHER INFORMATION
AND SITE INVESTIGATION
PLEASE CONTACT:**

**DPW B&G Division
Bismarck Kaserne, Geb. 5843 A
91522 Ansbach – Katterbach
CIV 09802-832129 or
MIL 467-2129
FAX 09802-832076 or
MIL 467-2076**

1. ALLGEMEINE BESCHREIBUNG

Durch die Inbetriebnahme der neuen Eingang-Kontrollpunkte, -ACP- in Katterbach Housing und Illesheim, sind die vorhandenen Zeltaufbauten abzubauen und in Katterbach-Bismarck Kaserne –ACP- und Katterbach-Heliport Gebaeude # 5508 Suedwestseite, erneut entsprechend der Herstellerangaben einschl. Statik, aufzubauen. Es ist besonders darauf zu achten, dass es sich um verschiedene Zeltypen handelt und beim Eingangskontrollpunkt der Bismarck Kaserne ein Wachhaus zu ueberbruecken ist, sowie den Durchgangsverkehr waehrend der Aufbauphase aufrecht zu erhalten!

Montage erfolgt nach statischen Vorgaben und original Anbauteilen.

Vor Baubeginn ist eine Graberlaubnis einzuholen. Bauseits wird Stromanschluss 230 V zur Verfuegung gestellt.

Wegen oertlicher Besichtigung oder Rueckfragen ist der Ansprechpartner Herr Otta, C/B&G, USAG Anbach DPW, Katterbach Bismarck Kaserne, Telefon 09802 – 83 2129

2. VORSCHRIFTEN

Folgende Din Vorschriften der VOB, Teil C, sind Bestandteil dieser Ausschreibung:

DIN 18299 Allgemeine Regelungen fuer Bauarbeiten jeglicher Art.

DIN 18 300 Erdarbeiten

DIN 1045 1-3 und DIN EN 206-1 Beton

DIN 18335 Stahlbauarbeiten

3. REINIGUNG UND ABFALLBESEITIGUNG

Der Unternehmer muss die Baustelle nach jedem Arbeitstag aufräumen sowie während der Ausführungsarbeiten anfallenden Abfall entsprechend den gültigen Landes-und örtlichen Vorschriften entfernen. Saemtliche Verkehrswege und Arbeitsbereiche sind taeglich nach Beendigung der Arbeiten zu reinigen!

4. PROJEKTLEITER

Der Unternehmer ernennt einen Projektleiter, der berechtigt ist, als Vertreter des Auftragnehmers aufzutreten. Der Unternehmer gibt dem Vertragsoffizier oder dessen Stellvertreter spätestens 7 Tage nach Vertragsbeginn schriftlich den Namen, Titel sowie die Geschäftstelefonnummer der ernannten Person bekannt.

Während der normalen Geschäftszeiten 0700-1700 Uhr muss der Projektleiter dem Vertragsoffizier oder dessen Stellvertreter telefonisch zur Verfügung stehen. Nachrichten, welche dem Auftragnehmer auf dem Anrufbeantworter hinterlassen werden, müssen innerhalb von 24 Std. oder einem (1) Arbeitstag beantwortet werden.

5. SICHERHEIT UND BRANDSCHUTZ

Der Auftragnehmer verpflichtet sich zur Einhaltung aller Sicherheits- u. Brandschutzbestimmungen wie sie in den deutschen „Unfallverhütungs-vorschriften (VGB 1)“ –Allgemeine Unfallverhütungs Vorschriften, enthalten sind.

6. BESCHREIBUNG

- 6001 Abbau, Transport und Neumontage Zelt,
 Aluminium-Profilrahmenzeltes mit Seitenplanen, Typ "Elflein", Standort Katterbach Housing –ACP
 Highschool-. Abmessung ca. 10.20 x 15.00 m, Traufhoehe ca. 4.35 m, Dachneigung ca. 16/18 Grad, wie
 nachfolgend beschrieben, umsetzen und einschl. Lieferung aller erforderlichen Materialien und Vorhaltung
 der erforderlichen Hebebuehnen und Transportfahrzeuge.
- Demontieren der gesamten Beleuchtungsanlage einschl. Verkabelung bis Stromverteilung. Ausgebaute
 Teile zwischenlagern und nach erfolgtem Wiederaufbau des Zeltes, wieder einbauen. Entsprechendes nicht
 mehr benoetigtes Material fachgerecht entsorgen.
 - Demontage und zwischenlagern der kompletten Beplanung, bestehend aus Seitenwaenden und
 Dachflaechen.
 - Demontage und zwischenlagern der bestehenden Rahmen-konstruktion einschl Zeltnaegel,
 - Bodenaussparungen durch entfernte Bodenverankerungen sind der angrenzenden Flaeche anzugleichen
 (Beton, Asphalt, Schotter, Rasen) und Oeffnungen zu schliessen.
 - Ausgebautes und zwischengelagertes Zeltmaterial laden und an neuem Standort nach Angabe des POC's,
 (Einfahrt ACP Bismarck Kaserne) transportieren. Entfernung ca. 2 km.
 - Erstellen der gesamten Zeltrahmenkonstruktion auf Asphaltflaeche, Beton oder Rasen, nach
 Herstellervorschrift! -zul. Statik beachten!-. Falls erforderlich, sind etwaige Einzelfundamente (Erdaushub,
 Schalung, 60/60/80cm, Beton C25/30, XC4, Profilstab M16), mit einzurechnen.
 - Zeltrahmen einschl. zusaetzlich erforderliche Bruecken ueber bestehendem Wachhaus am ACP-Bismarck
 Kaserne, Aussteiffungen, Querverspannung und Dachverspannungen fachgerecht montieren.
 - Einbau der Seiten- und Dachbeplanung nach Angabe. Nicht mehr erforderliche Seitenplanen sind dem
 Auftraggeber auszuhaendigen! Fehlende sowie neu erstellende Seitenteile sind zu liefern und vor Ort
 einzubauen.
 - Erforderliche Kleinteile wie Schrauben, Beilagscheiben, Naegel etc. aufgrund Beschaedigungen sind
 durch Originalteile zu ersetzen.

- 6002 Transport und Neumontage Zelt,
Aluminium-Profilrahmenzeltes, Typ "HALTEC",
Derzeitiger Standort - AST Area, Illesheim Bldg # 6503-, Abmessung ca. 7.50 x 15.00 m, Traufhoehe ca. 4.35 m wie nachfolgend beschrieben umsetzen, sowie einschl. Lieferung aller erforderlichen Materialien und Vorhaltung der erforderlichen Hebebuehnen und Transportfahrzeuge.
- Gesamtes ausgebautes und zwischengelagertes Zeltmaterial laden und an neuem Standort nach Angabe des POC's, (Katterbach Heliport-Kaserne Gebaeude # 5508, Vorplatz Suedwestseite) transportieren. Entfernung ca.40 km.
 - Aufladen und Transport der gesamten Beleuchtungsanlage einschl. Verkabelung bis Stromverteilung. Zwischengelagerte und ausgebaute Teile nach Neumontage des Zelte wieder montieren. Fehlende Beleuchtungskoeerper und Kabel sind durch neue zu ersetzen. Entsprechendes nicht mehr benoetigtes Material fachgerecht entsorgen.
 - Aufladen, Transport und zwischenlagern der kompletten Beplanung, bestehend aus Seitenwaenden und Dachflaechen.
 - Aufladen, Transport und zwischenlagern der bestehenden Rahmen-konstruktion einschl Zeltnaegel,
 - Neuaufbau der gesamten Zeltrahmenkonstruktion auf Asphalt-und Betonflaeche nach Herstellervorschrift! -zul. Statik beachten!-. Falls erforderlich, sind etwaige Einzelfundamente (Erdaushub, Schalung, 60/60/80cm, Beton C25/30,XC4, Profilstab M16), mit einzurechnen.
 - Zeltrahmen einschl. Aussteiffungen, Querverspannung und Dachverspannungen fachgerecht nach Herstellerangaben montieren.
 - Einbau der Seiten- und Dachbeplanung nach Angabe. Fehlende, beschadigte sowie neu erstellende Seitenteile sind zu liefern und vor Ort einzubauen.
 - Erforderliche Kleinteile wie Schrauben, Beilagscheiben, Naegel etc. aufgrund Beschadigungen sind durch Originalteile zu ersetzen.



DEPARTMENT OF THE ARMY
UNITED STATES ARMY CONTRACTING COMMAND, EUROPE
REGIONAL CONTRACTING OFFICE WUERZBURG
FAULENBERG KASERNE, GEB. 216
97076 WUERZBURG



SFCA-ECW
Office of the Chief

27 June 2005

IMPORTANT NOTICE

To all Vendors, Contractors, and Governmental Agencies

Effective 1 October 2005, ALL individuals, businesses, and governmental entities doing business with the U.S. Army Contracting Command Europe will be required to:

1. Have a valid and active Data Universal Numbering System (DUNS) number
2. Obtain a Contractor and Government Entity (CAGE) Code if you are a US firm or a NATO CAGE if you are a Foreign Vendor.
3. Register in the Central Contractor Registration (CCR) Data Base (Registration was already mandatory for US Vendors; now Foreign Vendors must also comply.)
4. Provide a Tax Identification Number (US Firms)/Value Added Tax Exemption number (All Foreign Vendors).

In accordance with Federal Acquisition Regulation (FAR) 25.003, a foreign vendor is defined as a contractor or subcontractor organized or existing under the laws of a country other than the United States.

In accordance with FAR 4.602(d), a DUNS number which is a nine-digit number assigned by DUN and Bradstreet Information Services to an establishment, is the Contractor Identification Number for Federal contractors. Foreign vendors can obtain the DUNS number from www.dnb.com/de.

Telephone: 06151-1375-777/888
Fax: 06151-1375675

US Firms can obtain the DUNS from
http://www.dnb.com/us/duns_update/index.html

Telephone: 800-234-3867
Email address: custserv@dnb.com

Foreign vendors can obtain its NATO Contractor and Government Entity (CAGE) Code from http://www.dlis.dla.mil/nato_poc.asp PRIOR to logging on to the CCR website.

Registration in the CCR Data Base can be accomplished via the Internet and will automatically assign a CAGE code to your firm if you are a US Vendor.

In the future, vendors will be prohibited from conducting business with the U.S. Army Contracting Command Europe if they are not registered with CCR. To assist you in your registration, follow the instructions provided below after obtaining the DUNS number and a CAGE Code:

1. Go to CCR's homepage at <http://www.ccr.gov>

2. Click on "Start New Registration."
3. When prompted, enter your DUNS number. Click "Submit".
4. Provide all mandatory information and any applicable optional Information. (Mandatory information is marked in green with an *next to it.)
5. Click "Validate/Save" when finished entering all your information on each page.

HELPFUL HINT: At the CCR registration web page, there is a "CCR-Handbook Tab" available to assist you in the registration process. There you will find 3 helpful links to support your registration process.

Registration in CCR for Foreign vendors and US Firms is valid for ONLY one year. Therefore, it is imperative that you keep the Trading Partner Identification Number (TPIN) initially assigned to you when you registered in CCR. It will be needed when you update your registration.

If you are a US Firm and have any questions or require assistance regarding CCR registration, please contact Ms. Joanna Rodriguez at 011-49-621-487-3213 or send an email to joanna.rodriguez@us.army.mil. All Foreign vendors can contact Mr. Thomas Copeland at 0621-487-3206, email thomas.copeland1@us.army.mil for assistance.

We value our business relationship with you and look forward to many more years of association. Please help us avoid the possibility that our relationship will be interrupted in the future, by completing the CCR registration process **now**. We thank you for your understanding and appreciate your support.

Sincerely,



EILEEN HIPE
Chief, Regional Contracting Office
Würzburg



DEPARTMENT OF THE ARMY
UNITED STATES ARMY CONTRACTING COMMAND, EUROPE
REGIONAL CONTRACTING OFFICE WUERZBURG
FAULENBERG KASERNE, GEB 216
97076 WUERZBURG



SFCA-EU-W
Office of the Chief

27 Juni 2005

WICHTIGE MITTEILUNG

AN ALLE VERTRAGSNEHMER UND REGIERUNGSSTELLEN

Ab dem 1. Oktober 2005 muessen ALLE Einzelpersonen, Firmen, und Regierungsstellen, die mit dem U.S. Army Contracting Command Europe in Vertragsbeziehungen stehen, oder eintreten wollen, folgende Voraussetzungen erfuellen:

1. Eine aktuelle Data Universal Numbering System (DUNS) Nummer haben.
2. Einen aktuellen NATO Cage Code (Firmen ausserhalb der USA) oder CAGE Code (nur US Firmen) haben.
3. In der Zentralen Vertragsnehmer Datenbank (CCR) registriert sein. **(Die Registrierung war für US-Firmen bereits verbindlich, jetzt jedoch ist dies auch für Ausländische Firmen unerlässlich.)**
4. Eine Tax Identification Number (US Firmen)/Umsatzsteuernummer (Alle Nicht US Firmen).

In Übereinstimmung mit der Federal Acquisition Regulation (FAR) 25.003, wird als ausländischer Vertragsnehmer oder ausländischer Untervertragsnehmer definiert, wer unter den Gesetzen eines anderen Landes als die Vereinigten Staaten tätig ist.

In Übereinstimmung mit FAR 4.602(d), wird US Vertragsnehmern eine neunstellige "Data Universal Numbering System" (DUNS) Nummer von DUN & Bradstreet Information Services zugewiesen.

Ausländische Firmen können eine DUNS Nummer unter der folgender Website www.dnb.com/de bekommen.
Tel.: 06151-1375-777/888, Fax: 06151-1375675

Amerikanische Firmen koennen Ihre DUNS Nummer unter folgender Website bekommen:

http://www.dnb.com/us/duns_update/index.html

Telephone: 800-234-3867
Email address: custserv@dnb.com

Ausländische Firmen können Ihren NATO Contractor and Government Entity (CAGE) Code unter folgender Website bekommen **http://www.dlis.dla.mil/nato_poc.asp**, bevor sie auf die CCR-Website gehen.

Die Registrierung in der CCR-Datenbank kann durch das Internet erfolgen. Amerikanische Firmen wird bei dieser Registrierung automatisch ein CAGE Code zugeteilt.

Um auch in Zukunft Ihre Geschäftsbeziehung mit dem U.S. Army Contracting Command Europe aufrecht zu erhalten, ist es absolut unerlässlich sich in der CCR-Datenbank zu registrieren. Bitte nehmen Sie dies zur Kenntnis und befolgen Sie die unten aufgeführten Schritte um sich zu registrieren. Allerdings ist für diese Registrierung vorher eine DUNS Nummer und einen CAGE Code,

1. Gehen Sie zur CCR Homepage <http://www.ccr.gov/>
2. Markieren Sie "Start New Registration"
3. Geben Sie Ihre DUNS Nummer ein und markieren Sie "Submit"
4. Alle unbedingt erforderlichen Angaben sind mit einem grünen "*" versehen.
5. Den jeweiligen Menüpunkt schliessen Sie mit "Validate/Save Data" ab.

Hilfreicher Hinweis: Auf der CCR Website befindet sich ein Link (Aktenreiter) mit der Aufschrift "CCR Handbook". Dort befinden sich 3 hilfreiche Links die Sie bei der Registrierung unterstützen.

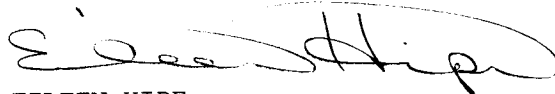
Die Registrierung in der CCR-Datenbank ist nur für 1 Jahr gültig. Danach ist es unbedingt notwendig, daß Sie Ihre Registrierung erneuern, indem Sie die bei der erstmaligen Registrierung erhaltene Trading Partner Identification Nummer, die sogenannte TPIN, gut aufbewahren. Diese benötigen Sie um Ihre Registrierung zu erneuern.

Falls Sie eine Amerikanische Firma sind und noch Fragen haben oder Unterstützung bei Ihrer Registrierung benötigen, setzen Sie sich bitte mit Joanna Rodriguez unter 011-49-621-487-3213 oder schicken Sie eine E-mail an joanna.rodriguez@us.army.mil.

Alle ausländischen Firmen können sich mit Thomas Copeland unter 0621-487-3206 oder E-mail thomas.copeland1@us.army.mil in Verbindung setzen, falls Sie Fragen haben oder Unterstützung bei der Registrierung benötigen.

Wir schätzen Sie als unseren Geschäftspartner und freuen uns auf viele Jahre weiterer guter Zusammenarbeit mit Ihnen. Bitte helfen Sie uns damit es auch so bleibt und führen Sie die Registrierung in der CCR-Datenbank sofort durch. Wir bedanken uns für Ihr Verständnis und Ihre Unterstützung in dieser Angelegenheit.

Hochachtungsvoll,



EILEEN HIPE
Chief, Regional Contracting Office
Würzburg